



HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

GOVERNORS WEST ROADWAY IMPROVEMENTS

Project No. 65-14-RD12

October 15, 2014

Addendum #1

Attached are the Minutes from the Pre-Bid meeting for referenced project. Please note: some clarifications have been made in the minutes as relates to some responses to questions posed during the meeting.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project. Acknowledgement of receipt of addenda is mandatory using Attachment "C" included in Specifications for the project and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

The Star of Alabama

MANDATORY PRE-BID MEETING

PROJECT NAME: Governors West Roadway Improvements
PROJECT #: 65-14-RD12
DATE: October 14, 2014
PROJECT ENGINEER: Chris McNeese

The following people were in attendance at the Pre-Bid Meeting:

Ricky Cross
Walt Ashwander
Greer Walker
Jamie Prater
Stan Riley
Tim Mayhall
Andy Dinges
Brian Walker
Dan Sanders
Mary Hollingsworth
Penny Kelly
Chris McNeese

Midsouth Paving
Midsouth Paving
Wiregrass Construction
Shoals Electric
Shoals Electric
Reed Contracting
Garver
COH-Landscape
COH-Traffic Engineering
COH-Engineering
COH-Engineering
COH-Engineering

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

Andy Dinges with Garver, who was the design consultant on the project, is present.

OMI will be the geotech on this particular project doing testing. OMI's representative was not present.

A City of Huntsville inspector has not been assigned at this time. This will be discussed in the Pre-Construction meeting with the awarded Contractor.

2. Project Engineer gave a brief description of work.

Construction of 1,000 LF of new 2-lane roadway with a turn lane and approximately 3,000 LF of roadway reconstruction with various stormwater piping. This is happening adjacent to Lake 5 in the Research Park area right up against I-565 off of Governors West.

3. Progress Schedule of Operations were discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).**

Critical path will not be required as this is a ninety (90) day project.

4. Discussed all Permits.

Contractor is responsible for the ADEM Permit.

No State permit is required.

Andy Dinges asked if there was a permit in place for the Lake work. Chris stated that there is and it will be covered. Permit and monitoring are being handled by OMI, permit is in the COH's name.

5. Utility Project Notification – Utility company representatives gave a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

Chris said that Richard Knox is preparing an Option of alternate lighting along the roadway. Chris said he will get that to us prior to the cutoff for questions, so we'll have enough time to put it in the Addendum for Contractors for bidding. Chris said the Contractors do not have that alternate plan to look at today as it was a last minute catch and Huntsville Utilities wanted to submit a different set of lights.

Andy said the original plan was to take the lights that are out there, that were put in by the developer, and relocate those existing lights and add six (6) additional ones at the same spacing and provide Huntsville Utilities with some spares, but Richard has also asked Garver to look at bidding the whole new system based on Huntsville Utilities' standard lights just to see which is more cost effective. Andy repeated that we will put out an addendum to clarify and give as much detailed information as possible regarding the lights that are already there.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.

Chris said due to the tight time frame on this project, any submittals given needs to be directed to Chris and he will get them to Garver, especially with the lighting, and we will do a quick turnaround for shop drawings and get those back to the Contractor for ordering.

7. Any right-of-way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.

There should be no right-of-way issues. Andy said there is plenty of existing right-of-way and everything is in place.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss.

There is work going on at Lake 5; Public Works is completing creating a seawall using Redi-Rock. There is some traffic going in and out, but that should be wrapped up and complete prior to Contractor starting this project.

9. Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the

contract completion date. All pay requests will be submitted by hard copy and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

11. Project Engineer discussed plans, specs and special provisions.

- a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.
- b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.
- c. When a contractor is new to COH contracts, the standard specifications were discussed with emphasis on time charges, extra work, materials, etc.
- d. State of Alabama classification required shall be stated. (HS) Highways and Streets or (MU) Municipal & Utility.
- e. There are ninety (90) Calendar days to complete project. (asked during pre-bid meeting if there is any concern that contract cannot be completed within contract time specified.) Council: 10/23/14; Anticipated NTP: no later than 11/7/14

Questions regarding plans/quantities:

- Q: Greer asked about crossing by others shown on the plans; he wanted to know where this job starts and stops.
- A: Andy said no. He said it stops at 1056 where it says begin Cabela Drive and it goes east from there. He said he left that alignment for the road in there because there are storm drains there and the storm drain goes all the way up to the lake. He said it will all be either Cabela's or the adjacent owners.
- Q: Pay Item 56 on the electrical says "complete in place", but typically Huntsville Utilities furnishes material. Even plans show provided by Huntsville Utilities. Will they be furnishing that?
- A: Andy said that will be shown on the aid-to-construction payment.
- Q: Tim Mayhall asked if the aid-to-construction amounts were available.
- A: Chris asked if we usually put the ATC amounts in the quantities when we bid those. Penny said that we have in the past. Chris said we will revise the quantities and repost the quantities. Penny said if the quantities are revised, then we revise them in the Addendum No. 1, where the minutes and everything goes out, unless it is needed prior to that Addendum. The revised quantities are then posted at the same time. Chris said more than

likely we'll show the revision in the Addendum and will post the quantities on the website for the Contractors to download.

Q: Pay Item 2 & 3 – Unclassified Excavation, includes all removal items and removal of unsuitable material, price to include cost to dispose of unsuitable material, how will that be measured?

A: Quantities have been modified to include REMOVAL items under Clearing and Grubbing. Unclassified and Borrow Excavation will be paid according to in-place volumes that will be field verified by survey once excavation is completed and after final grades are achieved. Andy said he doesn't really anticipate much unsuitable material. He included it as a catch-all. He said it is all mostly fill material. He said we can stockpile on site as long as it is not left behind afterwards. If there is a bunch of topsoil left over, it may have to be disposed of. He repeated that he doesn't anticipate this; reuse the topsoil on Governors West on the fill slopes and reuse what little bit of topsoil is scraped off along the existing smaller road; reuse that in the same area. There should not be a whole lot of material removed that is fairly balanced, but mainly he wanted to make sure the Contractors knew they were responsible for taking whatever is left on the site. It will be very minimal, but there could be 500 yards of material still left on site.

Q: Tim Mayhall repeated that we anticipate all but 500 yards of the material being used?

A: Andy said yes; it is real close to being balanced. Any topsoil or acceptable fill material that remains may be left on-site in an area designated by adjacent owners. Unsuitable materials such as stumps, root balls, or other miscellaneous items will need to be properly disposed of.

Q: Tim said there are 8,059 cubic yards of borrow material.

A: Andy said it's because it can't all be done at once. Contractor can't cut and place. They will have to cut and stockpile and then place it later. It will be hard for the Contractor to cut on a little drive and then place it on Governors West at the same time. Andy said we can designate some stockpile areas on site, so he figured pay to cut and stockpile and then pay to place. There is also suitable borrow material on-site, therefore if the excavated material does not meet all the borrow requirements there will be on-site material to make up the balance.

Q: What about guardrails, curb & gutter, etc. ?

A: Andy said yes. He said he tried to include the box sheet so Contractor would have an idea, but it is not all inclusive. There may be some things on the plans for removal that aren't qualified. Chris said the City will just overrun that item if there are any additional things. Andy said if it is a major item that has to be dug out, we will address it on a change order.

Q: On the roadway lighting, is the only plan set with the utility what is in the plans?

A: Andy said we were supposed to receive the new drawing from Richard Knox on Friday, October 10, but we have not received it yet.

The plan does not clarify where the lights are moving. Andy said basically the ones that are in place, if we relocate, we'll just scoot them back; same distance behind the curb where they are now, just extend the conduit. Andy said he's not exactly sure what Richard's plan is going to entail. He said Richard feels the spacing out there is half, if you're actually trying to get true lighting on the road, but with this being commercial properties on both sides, instead of getting a lot of light leaks, he personally would feel comfortable with extending that existing spacing.

Q: It is hard to tell on the plans which lights are new and which ones are existing. Jamie Prater with Shoals Electric said it would be hard to bid by using the drawing he has.

A: The utility plan shows a darker symbol for the proposed relocated lights, all basically perpendicular to their current location maintaining the same offset from the relocated curb & gutter. These are based on the option to re-use and match existing lighting. Garver is still gathering information for the existing light fixtures, they are 400W MH fixtures on 30' poles. Andy said he does not have a lot of information since that was done by a private developer so it is hard to determine exactly where the conduit is running. Andy said he'd clarify that as best he can in the Addendum.

Chris asked if Mr. Prater was having a hard time making a determination on the plans. He asked if we need to resubmit the plans to make it clearer. Mr. Prater said "yes." Chris said if that's the case, we will do it. We want to take away any confusion and eliminate any misunderstandings that anyone may have deciphering the plans. We will re-issue that particular drawing and make it a little clearer.

Q: Note 301 states that the removal of all miscellaneous items in the project limits will be subsidiary obligations to clearing and grubbing. Greer said he thought he just heard that all removals will be unclassified; he said he thinks that is how the pay item reads.

A: Andy said it is a catch-all for the clearing and grubbing. He said all removal items will be subsidiary to clearing and grubbing. We have not included any individual removal item pay items. Removal Items shall be covered under the clearing and grubbing pay item.

Q: Tim asked if it will need to be in clearing and grubbing or unclassified. Greer said it is hard to pay for trees in unclassified.

A: Andy said the trees are all being relocated.

Q: Tim asked if the trees to be relocated are shown on the drawings. Does it show their existing and proposed new locations?

A: The existing locations are shown, they will be moved back; maintain spacing. Andy said he will clarify that the trees be reset perpendicular to their current location; same offset from the curb.

Brian Walker asked if the shrubs were changing too. Andy said he was not as worried about the shrubs. Chris asked Brian if he wanted to be put on notice when the trees were reset. Brian said that was fine. He said that those trees have only been in the ground for two (2) years. He said they were put in 1 ½" – 2" caliber so they're not so permanently rooted. They should be easy to transplant. Andy said we will not worry with replacing any trees we lose. We will relocate what we can and if we run out of trees towards the back, we just run out of trees.

Q: Tim expressed concerns about the ninety (90) days allowed in the project.

A: Chris said that the topic is still open to be discussed. He said at this time of the year, we're looking at NTP around November 7. He said we could very well hit some rain days. He asked Tim what he proposed. Tim said 180 calendar days. Chris said that we would address this in the addendum.

Mr. Prater said that they will have to procure the lights and it takes a little bit of time also. Chris asked what the lead time would be. Mr. Prater said at least six (6) weeks on the poles. He said, however, that every manufacturer is different and there again it depends on if they went with Huntsville Utilities' recommendations on poles. They may have the poles they want to add and the Contractor can borrow those and then replace them. It may not be an issue, but then again it could be. Andy said the Contractor really needs to do the Cabela Drive work first and generate the material to build Governors. Contractor can get that done and start working on the lighting while doing Governors West. Chris said we scheduled a tight timeline due to internal deadlines we're trying to reach; he said he'd go back and see what the flexibility is on that. He said we will give as much as we can. We don't want to overinflate the price of this project due to the tight timeline, but, at the same time, we want to be realistic. This will be addressed in the Addendum.

Mr. Prater added that you're also not looking at the amount of time it takes to get the poles. He said you're looking at when you get the Notice to Proceed, that is when he places the order and he is a week in getting the submittals, he then turns that over to the City and another week has passed before he gets them back. That puts him 2-3 weeks down the road before the order can be placed after the NTP. Add the 6 weeks to get the order, you're at 8-9 weeks out then. Chris said this will be taken into consideration as well.

f. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary.

No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12) Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 200	\$ 400

\$ 100,000	\$ 500,000	\$ 550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$ 900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1,350	\$ 2,700
\$ 2,000,000	\$ 1,550	\$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood.

There will probably not be much traffic where we're building the new 1,000 foot roadway, but obviously when the Contractor gets out between the hotel and daycare and on the main road, Governors West, there will be some traffic control issues out there.

Dan Sanders pointed out that there doesn't seem to be an anticipated road closure at all for any of the paving on Governors West. Andy said he prefers to try to keep it open. Dan said the only reason he says that is right now it is a detour for the closed Old Madison Pike project. He said that is supposed to be reopened by the end of the calendar year, but he didn't know how that staging was going to go. Dan said it is a pretty sensitive area right now; it is the preferred detour for a lot of people.

13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

All are getting new wearing surface anyway.

14. Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "D" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Contractor’s E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- Bidders’ attention is directed to the following item (#53) in the “Supplement to General Requirements for Construction of Public Improvements” document as posted on the COH website for this project:

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

16. Asked if there are any further questions.

Q: Tim Mayhall asked if the pre-bid minutes could be sent out prior to the cutoff for questions.

A: Chris said that we will comply with his request.

17. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project.** Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. Last day for questions concerning this project before the bid will be **October 16, 2014 until 12:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **October 17, 2014 until 5:00 p.m.** **Bids open: October 21, 2014 at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL.

The pre-bid notes and all addenda shall become a part of the contract documents.

Chris reminded bidders to pay close attention to any requirements for submitting bids.